WEST BURLINGTON CSD/EA 06-07

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

THE INDEPENDENT SCHOOL DISTRICT

OF

WEST BURLINGTON

AND

THE WEST BURLINGTON

EDUCATION ASSOCIATON

2006-2007

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Independent School District of West Burlington is their mutual aim, and that the character of such education depends in part upon the quality and morale of the teaching service, it shall be the mutual aim of the parties to arrive at a bargaining agreement mutually beneficial to the Board and the Association, and

WHEREAS, the parties have agreed to negotiate in good faith, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE I

RECOGNITION

1.1 RECOGNITION: The Board of Education of the Independent School District of West Burlington recognizes the West Burlington Education Association as the certified exclusive bargaining representative for all personnel as set forth by the Public Employment Relations Board's certification instrument (Case No. 325) issued by the PERB on the 1st day of October, 1975, under contract to the Board.

1.2 UNIT DESCRIPTION: The unit described in the above certification is as follows:

1.2.1 Included: All non-supervisory certified personnel; including classroom teachers, librarians, counselors, special education teachers, and remedial reading teachers.

1.2.2 Excluded: Superintendent, principals, all non-certified personnel and all other excluded by Section 4 of the PERA.

1.3 DEFINITIONS: The following apply to this agreement.

1.3.1: The term "Board" as used in this Agreement, shall mean the Board of Education of the Independent School District of West Burlington or its duly authorized representatives.

1.3.2: The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

1.3.3: The term "Association" as used in this Agreement, shall mean the West Burlington Education Association or its duly authorized representatives or agents.

ARTICLE II

IMPASSE PROCEDURES

2.1 Impasse procedures shall be set forth in Sections 19, 20, 21, and 22 of the Public Employment Relations Act.

ARTICLE III

GRIEVANCE PROCEDURES

3.1 DEFINITION: A "grievance" is a complaint by an employee, or the Association, based upon a violation of this Agreement.

3.2 TIME LIMITS: A grievance must be filed with the principal within ten school days from the time of the occurrence of the event being grieved or it will be considered waived.

3.3 THE RIGHT TO GRIEVE:

3.3.1: An employee covered by this Agreement, shall have the right to present grievances in accordance with these procedures.

3.3.2: It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interruption of the instructional program.

3.4 PROCEDURE STEPS:

3.4.1 First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal. If the complaint is clearly beyond the jurisdiction of the principal, the first step shall be waived and the grievance procedure shall be initiated at the third step. (3.4.3)

3.4.2 Second Step: If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee, the Association, and the Superintendent within six (6) school days after receipt of the grievance.

3.4.3 Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of receipt of the principal's written decision at the second step, a copy of the

grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the employee, the Association, and the principal.

3.4.4 Fourth Step: If the grievance is not resolved satisfactorily at step three, there shall be an available fourth step of impartial, binding arbitration. The Association may submit, in writing, a notification on behalf of the Association and the grieving employee to the Superintendent within ten (10) school days from the receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) school days, the Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties.

3.4.5 Summer Time Limits: In the event a grievance remains unsolved during summer vacation, school days as stated above in the grievance process shall be defined as week days or Monday through Friday.

3.5 ARBITRATION: Expenses for the arbitrator's services shall be borne equally by the School District and the Association. The arbitrator in his opinion shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association. His decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

3.6 FILING IN OTHER FORM: If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, the School District shall not be required to process the same claim or set of facts through the grievance procedure.

3.7 REPRESENTATION: An aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, be accompanied by a representative selected or approved by the Association.

3.8 PERSONNEL FILES: All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV

TRANSFER PROCEDURES

4.1 DEFINTIONS: A transfer is the movement of an employee to a different position classification as defined in Article VII, subject area or building. The assignment of a regularly funded K-6 employee to a position more than one grade level from the employee's current assignment will also be considered a transfer. A transfer will be considered to have occurred only after official notification of the position assignment has been given to the employee.

4.1.1 Position Assignment: An employee will only be assigned to a position for which the employee is qualified. An individual is qualified if he/she has proper certification.

4.1.2 Position Vacancy: A vacancy occurs when a position has not been assigned to anyone at the time when official notification of assignments for the coming year is given to all employees and/or when Board action creates an unassigned position that it deems to need filled.

4.1.3 Summer School Vacancy: A summer school vacancy does not exist until the Board determines if there will be summer school and if the employee who taught summer school the previous year does not want to teach during the upcoming summer school.

4.1.4 Title I Summer School Vacancy: Title I summer school positions will be offered to current Title I instructors. If current Title I staff do not fill all the available positions, the position(s) will be deemed vacant.

4.2 VOLUNTARY TRANSFER: A voluntary transfer is a transfer requested by the employee. Any employee who desires a transfer may file a written statement of such request to the Superintendent. Such statement shall include the assignment to which the employee desires to be transferred.

4.2.1 Procedures for a Vacancy for the Following School Year (Prior to August 1st): The Superintendent will post in all buildings, including the District office, a notice of the vacancy with a statement of required certification. Such notice shall be posted for ten (10) days or until August 1st, whichever is the shorter period of time, to allow an employee who has not

previously filed a written statement of desire to transfer to request a voluntary transfer to said vacancy. In the determination of requests for voluntary transfer the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirement of the District. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If more than one employee with proper certification applies for the same vacancy, the determination of which employee, if any, is granted the voluntary transfer shall be based on seniority with the most senior employee being granted the transfer. Seniority shall be district-wide and shall be computed from the date the Board approved the employee's contract. Employees who work less than full time shall receive prorated seniority. If two (2) or more employees have the same seniority date, the relative order of seniority, for the purpose of this Article shall be determined by drawing lots. In the event that an employee is employed in the District after having performed services in the District under a sharing agreement, that employee shall receive seniority based upon his/her first date of shared service in the District. The new vacancy created by the transfer will be filled by repeating the above procedure until no more transfers are requested or until August 1st. The vacancy left after completing all transfers or after August 1st will be filled at the Board's discretion.

4.2.2 Procedures for a Vacancy for the Following School Year (On or After August 1st) or During the School Year: The Board will fill the position at their discretion.

4.3 INVOLUNTARY TRANSFER: An involuntary transfer is a transfer of an employee that is initiated by an administrative or Board action. These procedures will apply only when the vacant position cannot be filled by Section 4.2 of this Article. If the positions cannot be filled voluntarily, then the least senior teacher within the grade level categories having instructional requirements, certification, and academic preparation will be transferred.

Notice of involuntary transfer shall be given in writing to the affected employee as soon as practical. Every attempt will be made to make this assignment by July 1st.

As involuntary transfer shall be made only after a meeting between the employee involved, an Association representative (if the employee desires), and the Superintendent, at which time the employee shall be given specific written reason(s) for the involuntary transfer.

When an involuntary transfer is necessary, an employee shall not be assigned to a position outside of his/her area of competence as determined by major/minor preparation and/or certification/approval of the Iowa Department of Education.

An employee being involuntarily transferred or reassigned shall be placed in a position which does not involve a reduction in rank or in total compensation.

An employee being involuntarily transferred shall have priority for any vacancy for which he/she is qualified.

In the event an employee resigns because of an involuntary transfer the assessment for contract release will be waived.

ARTICLE V

IN-SERVICE EDUCATION

5.1 DEFINITION: In-service education is the upgrading of educational skills and knowledge resulting in increased effectiveness of teacher instructional performance. This term and the terms professional development, career development, and professional learning activities are often used interchangeably.

5.2 COMMITTEE REPRESENTATIVE: The WBEA will be entitled to have one official at-large representative on the district in-service committee. The committee will be composed of the administrative team, one volunteer representative from each building level, and the WBEA representative. The Association shall notify the Superintendent by September 1st of the Association committee member to serve in the determination of the in-service programs.

5.3 COMMITTEE DUTIES: The primary function of the in-service committee will be to serve as an oversight committee to ensure that the staff development activities in the district's professional or career development plan are being carried out and evaluated for effectiveness. The secondary function of the in-service committee will be to suggest topics as well as help plan and organize other in-service activities including mandatory training topics. Final approval of all in-service activities lies with the Superintendent.

ARTICLE VI

EVALUATION PROCEDURES

6.1 DEFINITIONS: Formative Evaluation: The process of assessing teacher performance with the general purpose of improving instruction. Summative Evaluation: The process of assessing teacher performance not only for the purpose of improving instruction but also for making decisions on tenure, retention, licensure, leadership advancement, and similar issues. Results will be based on the teacher meeting the Iowa

teaching standards and criteria as well as their progress on their Professional Learning Plan or intensive assistance plan.
Beginning Teacher-Tier I: A teacher in the 1st and 2nd year of teaching as well as those assigned a 3rd year of teaching before a recommendation is made to the Iowa Board of Educational Examiners in regards to issuing a standard license.
Career Teacher-Tier II (Probationary): A teacher in their 1st or 2nd year of teaching at West Burlington that has met the requirements for a standard license issued by the Iowa Board of Educational Examiners.
Career Teacher-Tier II: A teacher with 3 or more years of teaching experience at West Burlington that meets the requirements for a standard license issued by the Iowa Board of Educational Examiners.
Professional Learning Plan: West Burlington terminology for the Individual Teacher Career Development Plan in the Iowa Teacher Quality statutes.

6.2 NOTIFICATION: A member of the administrative staff will meet with teachers that are in their first year of teaching in the West Burlington district at the start of the school year to acquaint the teachers with the evaluation procedures and the evaluation instrument. A member of the administrative staff will meet with teachers in their second or more year of teaching at West Burlington by October 1st of each school year to acquaint them with the evaluation procedures and the evaluation instrument. The time period for the notification of teachers hired after the start of the school year will be three (3) weeks after they begin teaching for the West Burlington Schools. A copy of the evaluation procedures and the evaluation instrument will be supplied at the acquaintance meeting. The first year teacher will be provided with information on the mentoring program, the Iowa Teaching Standards, and a tentative evaluation timeline.

6.3 NUMBER OF EVALUATIONS: The classroom teaching performance of Beginning Teacher-Tier I and Career Teacher-Tier II (probationary) shall be evaluated a minimum of once each year with at least one announced observation being made each semester. A Career Teacher-Tier II will be evaluated at least once every three years. The number of evaluations in a three year period will depend upon the length of the teacher's Professional Learning Plan. All Career Teacher-Tier II employees will have a Professional Learning Plan. The length of the Professional Learning Plan may be 1, 2, or 3 years.

6.4 EVALUATION AREAS: The areas of evaluation for a Beginning Teacher-Tier I or a Career Teacher-Tier II (probationary) will be the eight Iowa Teaching Standards. The criteria will be those established by the State of Iowa. The Board reserves the right to establish descriptors for the criteria but will seek input from the WBEA before establishing the descriptors. A Beginning Teacher and a Career Teacher-Tier II (probationary) will be given ratings of "meets standard" or "doesn't

meet standard" for each of the eight standards. The areas of evaluation for a Career Teacher-Tier II will be the eight Iowa Teaching Standards and their Professional Learning Plan. The criteria will be those established by the State of Iowa. The Board reserves the right to establish descriptors for the criteria but will seek input from the WBEA before establishing the descriptors. A Career Teacher-Tier II will be given ratings of "meets standard" or doesn't meet standard" for each of the eight standards. A rating of "met goal(s)", "made satisfactory progress in meeting goal(s)" or "did not meet goal(s)" will be given for the Professional Learning Plan.

BEGINNING TEACHER-TIER I AND CAREER TEACHER-TIER II (PROBATIONARY)

6.5 IMPLEMENTATION: The evaluation of the teacher will include both the formative evaluation process and the summative evaluation process. The evaluation process includes the use of formal and informal observation as well as the teacher's cumulative professional portfolio.

6.5.1 Formal Observation: The evaluator will inform the teacher of the observation at least two (2) days in advance of the visit. There will be a pre-observation and post-observation conference for each formal observation. The teacher will be required to complete and be ready to discuss the pre-observation and post-observation forms used by the district at the time of these conferences. The evaluator will review with the teacher at each of the post-observation conferences what standards have either not been observed or not observed at a satisfactory level of performance. Announced observations will be at least 30 minutes in length and one of the observations may be for an extended period of time or for two consecutive sessions of the same class. The pre-conference meeting, the observation, and the post-conference meeting shall occur within 10 working days unless mutual agreement is made to an altered timeline. Copies of the completed pre-conference and post-conference form will be provided to the teacher. Announced observations will not be conducted the first 5 days of school, the day before or after a holiday vacation, or the last 5 days of school unless there is mutual agreement. The first formal observation shall be conducted by November 1st and a second formal observation shall be conducted by February 15th.

6.5.2 Informal Observation: Informal observation includes any and all things that reflect upon the teacher meeting the Iowa Teaching Standards. These may include unannounced classroom observations, classroom walkthroughs, professional behaviors in a variety of settings related to the school environment,

involvement in extra-curricular school activities or functions, and written school assignment responsibilities. Written school assignment responsibilities include but need not be limited to lesson plans, curriculum development materials, written communications with students or parents, classroom materials, and administrative forms. A post-observation conference will be held for unannounced observations of at least 20 minutes.

6.5.3 Cumulative Professional Portfolio: A cumulative professional portfolio will be created and maintained by all Beginning Teacher-Tier I and Career Teacher-Tier II (probationary) employees. It provides administrators with concise, selective, evidence-based information from a variety of sources. It also provides the beginning teacher with an individualized, credible, and factual document for the purpose of evaluation and feedback. The administrator and the teacher will review and discuss the portfolio at scheduled conferences. The first conference will be held by November 1st with the purpose of establishing a timeline for the portfolio review conferences.

6.6 SUMMATIVE EVALUATION CONFERENCE: The evaluator will have a conference with the Beginning Teacher-Tier I and Career Teacher-Tier II (probationary) to discuss the completed summative evaluation. This is to be held on or before the 30th of April. For second year Beginning Teacher-Tier I needing a licensure recommendation, it will include the administrator's licensure recommendation or recommendation for continued participation in the district's mentoring and induction program. For a third year Beginning Teacher-Tier I it will include the administrator's licensure recommendation.

6.7 EVALUATION SIGNATURE: After discussing the completed summative evaluation the teacher will sign the evaluation. This signature is denoting only that the teacher has read and been made aware of the completed evaluation form. Upon request, the teacher may receive a copy of the completed evaluation form for his/her records.

6.8 EVALUATION COMMENTS: The teacher will be given a "Teacher Evaluation Feedback and Comment Sheet" which will allow the teacher to make comments about the evaluation. The sheet is to be returned to the evaluator within five (5) days following the evaluation conference. The evaluator may request further clarification of comments on the sheet. The "Teacher Evaluation Feedback and Comment Sheet" will be attached to the completed evaluation.

6.9 EVALUATION GRIEVANCE: All employee evaluations are to be conducted in the manner outlined in this article. An employee has the right to grieve through the grievance procedure set forth in this Agreement an evaluation he/she feels was not in compliance with the procedures outlined in this article. Evaluation grievances are subject to the limitations of Section 279.14(2) and 279.19 of the Code of Iowa.

CAREER TEACHER-TIER II

6.10 IMPLEMENTATION: The evaluation of the teacher will include both the formative evaluation process and the summative evaluation process. The evaluation process includes the use of formal and informal observation, the teacher's Professional Learning Plan and the evidence needed to support the teacher's Professional Learning Plan as well as their competence with the Iowa Teaching Standards and Criteria.

6.10.1 Formal Observation: The evaluator will inform the teacher of the observation at least two (2) days in advance of the visit. There will be a pre-observation and post-observation conference for each formal observation. The teacher will be required to complete and be ready to discuss the pre-observation and post-observation forms used by the district at the time of these conferences. The evaluator will review with the teacher at each of the post-observation conferences what standards have either not been observed or not observed at a satisfactory level of performance. Announced observations will be at least 30 minutes in length and one of the observations may be for an extended period of time or for two consecutive sessions of the same class of students. The pre-conference meeting, the observation, and the post-conference meeting shall occur within 10 working days unless mutual agreement is made to an altered timeline. Copies of the completed pre-conference and post-conference form will be provided to the teacher. Announced observations will not be conducted the first 5 days of school, the day before or after a holiday vacation, or the last 5 days of school unless there is mutual agreement. For the career teacher the first formal observation shall be conducted by mid-year of the first year the Professional Learning Plan cycle and a second formal observation shall be conducted by May 1st of the last year of the Professional Learning Plan cycle.

6.10.2 Informal Observation: Informal observation includes any and all things that reflect upon the teacher meeting the Iowa Teaching Standards. These may include unannounced classroom observations, classroom walkthroughs, professional behaviors in a variety of settings related to the school environment, involvement in extra-curricular school activities or functions, and written school assignment responsibilities. Written school assignment responsibilities include but need not be limited to lesson plans, curriculum development materials, written communications with students or parents, classroom materials, and administrative forms. A post-observation conference will be held for unannounced observations of at least 20 minutes.

6.10.3 Evidence Collection: An evidence collection will be created and maintained by all Career Teacher-Tier II employees. It provides administrators with concise, selective, evidence-based information from a variety of sources. It also provides the Career Teacher-Tier II employee with an individualized, credible, and factual document for the purpose of evaluation and feedback as well as progress in meeting their Professional Learning Plan . The administrator and the teacher will review and discuss the evidence collection at scheduled conferences. The first conference will be held by November 15th with the purpose of establishing a timeline for the evidence collection review conferences.

6.10.4 Professional Learning Plan: The Professional Learning Plan shall be based on the needs of the teacher, the Iowa Teaching Standards, the student achievement goals of the building and district (CSIP), and the District Career Development Plan. Staff members are responsible to develop and implement their Professional Learning Plan in collaboration with their supervisor and to work collaboratively with their fellow faculty in the implementation of the District Career Development Plan. The Professional Learning Plan may include learning activities for one, two, or three year periods. Areas of inquiry and/or investigation besides the District Career Development Plan could include, but are not restricted to: refinement of current practice, acquisition of new skills, redesign/restructuring, development of curriculum/program, monitoring student outcomes/progress, special populations/opportunities to learn, and completing requirements for licensing endorsements. Initially, staff members will develop a draft of their plan. Staff members who will be working individually or as a team of staff on a one-year plan will meet and collaborate with the supervisor to review, refine, and finalize the plan by October 1. Individuals designing a multiple year plan and teams of staff who will be developing a common plan for multiple years shall meet with the supervisor by November 15. The role of the supervisor is to be satisfied that the plan addresses the building and district student achievement goals (CSIP) and is linked to the Iowa Teaching Standards. The supervisor must also determine if the plan is appropriate for the requested timeframe and that the plan reflects a serious attempt to improve the teaching/learning process. If individuals or teams are involved in multiple year plans, a written review of progress should be submitted by the team or individual by May 1 of year one for a two year plan and May 1 of years one and two for a three year plan. An annual conversation with the supervisor must be held to reflect on progress with the career development plan.

This should be held after the teacher or team has completed the written review of progress. At the end of the plan the individual/team and the supervisor will produce a written review of the plan work and the results/product(s) of the work. A copy of the review will be given to all teachers with the same Professional Learning Plan. The due date for this written review will be between March 1 and May 1 and will be established at the time the plan is established.

6.11 SUMMATIVE EVALUATION CONFERENCE: The evaluator will have a conference with the teacher to discuss the completed summative evaluation. This is to be held on or before the 15th of May of the last year of the Professional Learning Plan cycle.

6.12 EVALUATION SIGNATURE: After discussing the completed summative evaluation the teacher will sign the evaluation. This signature is denoting only that the teacher has read and been made aware of the completed evaluation form. Upon request, the teacher may receive a copy of the completed evaluation form for his/her records.

6.13 EVALUATION COMMENTS: The teacher will be given a "Teacher Evaluation Feedback and Comment Sheet" which will allow the teacher to make comments about the evaluation. The sheet is to be returned to the evaluator within five (5) days following the evaluation conference. The evaluator may request further clarification of comments on the sheet. The "Teacher Evaluation Feedback and Comment Sheet" will be attached to the completed evaluation.

6.14 EVALUATION GRIEVANCE: All employee evaluations are to be conducted in the manner outlined in this article. An employee has the right to grieve through the grievance procedure set forth in this Agreement an evaluation he/she feels was not in compliance with the procedures outlined in this article. Evaluation grievances are subject to the limitations of Section 279.14(2) and 279.19 of the Code of Iowa.

6.15 INTENSIVE ASSISTANCE: A Career-Tier II teacher who is consistently not meeting expectations in demonstrating one or more of Iowa Teaching Standards 1-7 will be placed on intensive assistance. The intensive assistance plan is intended to provide the highest likelihood for professional improvement. The intensive assistance plan will have two phases. Phase I is the awareness phase. In the awareness phase, the evaluator identifies a problem relating to Iowa Teaching Standards 1-7 that is characteristic of a teacher's performance. The evaluator will contact the staff member in writing making him/her aware of the problem. The evaluator and staff member will meet to collaboratively develop the means to resolve the problem and schedule the time frame in which to resolve the problem.The teacher may have a representative present at this and any meeting during the intensive assistance process. During this time the employee continues to work on the District Career Development Plan and their Professional Learning Plan.

At the conclusion of the agreed upon timeframe of not less than one month or more than three months, the evaluator will review the progress and make one of the following recommendations:

- **Determines the problem is resolved and the staff member is removed from the awareness phase and continues to work on the District Career Development Plan and their Professional Learning Plan.**
- **Determines the problem is not resolved and the staff member is notified in writing that he/she is being placed in the assistance phase.**

Phase II is the assistance phase. If the decision is to place the employee in the assistance phase, the evaluator will send a letter to the employee formally notifying the employee of the decision. A copy will be forwarded to the Superintendent for placement in the personnel file. The staff member will be notified of their right to request assistance from their local association. A conference will be held between the evaluator and the staff member to develop an Assistance Plan that must include specific growth promoting goals that are measurable, action-oriented, realistic, and time-bound. In addition, the plan will include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan. A team of individuals who have the knowledge and skills to assist the identified teacher in improving his/her performance may be identified and asked to assist the teacher if the teacher agrees to this assistance. Membership on the Assistance Team will be voluntary. The district and teacher will mutually select the members of the team. Strict confidentiality will be maintained by members of the Assistance Team. Observations and comments made by peer members of the Assistance Team may be presented in writing but will not become part of the teacher's summative evaluation. Peers on the Assistance Team may not be required to provide testimony in any actions related to the teacher's continued employment but may do so voluntarily. A final summary will be completed by the evaluator at the end of the specified time frame. One of the following three recommendations will be made at the time of the summative evaluation:

- **Determine the problem is resolved and the staff member is removed from the Assistance Plan.**
- **Determine that progress is being made and extend the timeframe not to exceed twelve months. Work will continue on the Assistance Plan.**
- **Determine the problem is not resolved and progress is not noted. Actions are then taken by the district to make recommendation for non-renewal of contract.**

Intensive Assistance is not subject to the grievance procedure.

ARTICLE VII

REDUCTION OF STAFF PROCEDURES

When the Board determines that staff reduction must take place, the procedures outlined in this article will be implemented.

7.1 DEFINITION: Reduction of staff means a decrease in the number of employees (teachers) in a particular program or in total employment of the District.

7.2 DIVISION OF STAFF: For the purpose of this Article, employees will be grouped according to the funding source of their programs. The two groups are:

7.2.1 Specially Funded Program Employees: Employees in programs which are dependent upon the receipt of special funds such as Title I, Talented and Gifted, At-Risk, and Special Education. Each special funding group will be a classification unto itself. If funding reductions occur and/or staff reduction is deemed necessary within a program, such reduction shall occur within the classification that had the funding reduction or where it was deemed necessary to reduce staff within a program and according to Section 7.3 of this Article.

7.2.2 Regularly Funded Program Employees: Employees whose programs are funded through regular funding sources including the Instructional Support Program.

Employees in this group shall be placed in the following classifications for staff reduction purposes: Grades K-6; Grades 7-12; and Grades K-12 Special Teachers (PE, Music, Art, Counselor, Librarian). If reduction of staff is deemed necessary, such reduction shall occur according to Section 7.3 of this Article within the above named classifications and within the program/subject area that it is deemed to need reduced.

7.3 PROCEDURE: Given the necessity to maintain the most competent and qualified staff available, the Board will use the following steps in determining which staff member(s) is/are to be reduced in the areas outlined in 7.2, 7.2.1, and 7.2.2.

7.3.1: First consideration shall be natural attrition, i.e. death, retirement, and resignation in the affected area(s).

7.3.2: If after 7.3.1 more staff must be reduced, seniority will prevail. Seniority shall be District-wide and shall be computed from the date the Board approves the employee's contract. Employees who work less than full time shall receive pro-rated seniority. If two (2) or more employees have the same seniority date, the relative order of seniority, for purposes of this Article shall be determined by the performance evaluations of the employees. The average rating for each individual indicator on

the summative evaluation will be calculated for each teacher based on the summative evaluation(s) for the three year period that includes the current school term. The sum of the individual indicator ratings will be calculated for each teacher. The individual with the lowest total will be reduced first, the individual with the second lowest total will be reduced second, etc.

7.4 NOTIFICATION: If the Board deems that staff reduction is necessary for the following year, written notice shall be given the teacher by certified mail or personal service by April 30th of the current school year together with a statement of honorable dismissal and the reason therefore.

7.5 RECALL: If the Board increases the number of teachers, reinstates programs, or has a teacher resign, retire, or take a leave of absence within one (1) school term after the staff reduction dismissal, the Board shall first offer re-employment in reverse order to the teachers reduced under Paragraphs 7.2 and 7.3. A teacher's failure to respond affirmatively within ten (10) calendar days after receipt of the Board letter sent by certified mail to the teacher's address on file with the Board recalling such teacher shall result in termination of the teacher's right of recall hereunder.

7.6 SCHEDULE REPLACEMENT: Upon recall, teachers who are reduced in accordance with this Article shall be entitled to advance on the salary schedule to the step above the one in effect at the time of their release plus experience gained in another school system.

ARTICLE VIII

HEALTH PROVISIONS

8.1 PHYSICAL EXAMINATION: All teachers of the West Burlington School System are required to have a physical examination commencing with employment and every three (3) years thereafter. New teachers in the school system are required to have a physical examination before school commences. The Board may require a subsequent examination when, in its judgment, such examination is necessary.

The District will pay a stipend of forty five dollars ($45.00) for the time involved in getting the physical and turning in the completed physical form.

All teachers will be notified between sixty (60) and ninety (90) days prior to the date the physical examination is due. If the completed physical form is not on file by the due date the teacher will not receive the forty-five dollar ($45.00) stipend.

ARTICLE IX

SAFETY PROVISIONS

9.1 USE OF REASONABLE FORCE: An employee is allowed to use lawful force for the purpose of self-defense, to prevent physical injury to others and damage to school property.

9.2 BOMB OR BOMB THREAT:

9.2.1: In all cases where a bomb or bomb threat is reported to an employee, the employee shall immediately notify the building principal or in his absence, the superintendent. All decisions will be made by the principal, the superintendent, or their designee.

9.2.2: An employee may be required to provide information in regards to suspicious packages, boxes, or suspected bombs. The employee will not be required to open, move, or remove any suspicious articles.

9.3 EMERGENCY TRANSPORTATION: Transportation will be provided for injured employees from school to emergency facilities during the course of the school day.

9.4 FIRST AID: An employee shall have access via the school nurse or other appropriately trained school employees to any first aid supplies and first aid treatment as provided by the school district at the time of injury to the employee while at work.

9.5 CLASSROOM TEMPERATURE: In the event that a classroom temperature reaches 85 degrees before noon it shall merit consideration for early dismissal. Building principals will be responsible for gauging the safety on internal conditions for learning and notifying the Superintendent or his/her designee for making any decisions in regards to the need for an early dismissal for the district.

ARTICLE X

EMPLOYEE WORK YEAR

10.1 CONTRACT YEAR: The standard contract year for teachers in their first year of teaching at West Burlington will be one hundred eighty-eight (188) days. All other employees under this Agreement will be contracted for a total of one hundred eighty-seven (187) days. The one hundred eighty-seven (187) days will consist of:

a. One hundred eighty (180) student days. One hundred seventy-nine (179) days when students are in attendance and one (1) day for the fall parent-teacher conferences.

b. Three (3) work days as follows:
   1. One (1) day prior to the opening of school.
   2. One (1) day prior to the opening of school or at the end of the 1st semester at the employee's discretion.
   3. One (1) day at the end of the year.

c. Three (3) in-service days as follows:
   1. One (1) day prior to the opening of school.
   2. One (1) day at the end of the 1st semester.
   3. One (1) day at the board's discretion.

d. One (1) comp day for the winter/spring conferences.

If the 7-12 staff doesn't hold winter/spring conferences they will have in-service activities during that time. The 188th day for teachers in their first year of teaching at West Burlington will be prior to the opening of school. The Board will designate the dates for days listed above. Work hours for Parent-Teacher Conferences will be determined by the Administration.

10.2 HF 816 STAFF DEVELOPMENT DAY : The state provided funding for one additional day of staff development increasing the contract year to 188 days for returning teachers and 189 days for new staff with the number of days of in-service increased to four (4) with two (2) being scheduled at the board's discretion. The additional in-service day will be paid to certified staff at a per diem rate consistent with Article XVI of the Master Contract. The funding under HF 816, in excess of the funding for the additional staff development day, shall be distributed equally to full-time staff and prorated for those on less than full-time contracts.

ARTICLE XI

EMPLOYEE'S HOURS

11.1 CONTRACT DAY: The in-school work day for full time employees shall consist of not more than eight (8) consecutive hours except as noted in Paragraph 11.6.

11.2 ARRIVAL AND DISMISSAL TIME: The standard arrival and dismissal time will be 8:00 AM and 4:00 PM respectively. In case of inclement weather late starts the staff will have an arrival time of 20 minutes prior to the start of the student school day. Individual instructors may contract for modified arrival and dismissal times. Such modified times would be stated when the original contract is offered or be mutually agreed to by the employee and the Superintendent. The building principals may release teachers before the end of the contract day at their discretion.

11.3 FRIDAYS AND DAYS PRECEDING HOLIDAYS: On Fridays, the employee's day shall end ten (10) minutes after the close of the pupil's day. On the day before a holiday and the last day of school, the employee's day shall end ten (10) minutes after the close of the pupil's day unless there is staff development scheduled for that date. The number of times that staff development is scheduled before a holiday or the last day of school will not exceed 4 times per year and dismissal time for staff on those days will not be later than 3:40PM.

11.4 LUNCH PERIOD: All employees shall have thirty (30) minutes minimum for a duty free lunch each day. After informing the office, employees may leave the building during their duty free lunch time.

11.5 TEACHING LOAD: The teaching load for all employees, excepting librarians and counselors, shall not exceed a weekly average of three hundred sixty (360) minutes per day of pupil contact. (Pupil contact shall consist of class time and any other assigned student supervision). Conditions may require the teaching load to exceed three hundred sixty (360) minutes per day, but will not be continued on a scheduled or repetitive basis. If true block scheduling is reinstated, the contract language for 2004-2005 will take effect.

11.6 FACULTY MEETINGS: Employees may be required to come to work earlier than the beginning of the regular work day or to remain after the end of the regular work day without additional compensation for the purpose of attending faculty meetings (not to exceed 9 per year) and/or other meetings for the purpose of improving the education of the District. Meetings shall not be called after school on any day immediately preceding a non-work day. Meetings shall not start more than thirty (30) minutes before the start of the standard work day or extend more than thirty (30) minutes after the end of the standard work day unless there is a guest speaker.

ARTICLE XII

DUES DEDUCTION

12.1 DUES DEDUCTION AUTHORIZATION: The Board agrees to deduct from the pay of each individual employee such dues as the employee shall direct by written authorization signed by the employee and submitted to the Board Secretary.

12.2 RESCINDING AUTHORIZATION: Any employee may rescind such authorization upon thirty (30) days written notice to the Board, such notice to be effective at the first (1st) pay period following the expiration of thirty (30) days from the date notice is received by the Board. Unless rescinded, authorization for deduction of dues shall continue for the duration of the employee's contract.

12.3 BOARD HELD HARMLESS: The employee agrees that no demand or claim of any kind may be asserted against the Board by reason of any dues deduction where originally authorized in writing and where no notice of rescission has been received, and the Board shall be held harmless and relieved of any liability whatsoever by reason of said deduction. The Board shall not be responsible for the application, disposition, or accounting of any dues after the same are paid over by the Board to the Association.

ARTICLE XIII

SICK LEAVE

13.1 ACCUMULATIVE BENEFITS: Employees shall be credited with leave of absence for personal illness or injury with full pay at a rate of:

a. The first (1st) year of employment, ten (10) days,
b. The second (2nd) year of employment, eleven (11) days,
c. The third (3rd) year of employment, twelve (12) days,
d. The fourth (4th) year of employment, thirteen (13) days,
e. The fifth (5th) year of employment, fourteen (14) days,
f. The sixth (6th) and subsequent years of employment, fifteen (15) days.

Sick leave shall be accumulative to one hundred five (105) days. The Board may require a doctor's verification after five (5) consecutive days of unverified illness. Each year's credit shall commence on the first (1st) day of contractual employment.

13.2 EXTENDED LEAVE: Requests for further unpaid leave may be granted by the Superintendent.

13.3 PAYMENT FOR UNUSED SICK LEAVE: The District will pay the employee fifty dollars ($50.00) per day for each day of unused sick leave that that employee would lose at the end of the year due to having accumulated the maximum days of sick leave. This would be payable with the second paycheck in June.

13.4 RIGHT TO SEND EMPLOYEE HOME: The administration will have the right to send a teacher home if the instructor is deemed to be ill. This action will not be grievable.

ARTICLE XIV

LEAVES OF ABSENCE

14.1 PERSONAL LEAVE: All employees shall be granted two (2) days of personal leave per year at full pay. Two (2) day of personal leave may be carried over to the next year for a maximum of four (4) personal days in a year.

14.2 BEREAVEMENT LEAVE: A leave of absence of up to five (5) days at full pay will be granted in case of the death of the spouse, child, step-child, parent or step-parent of the employee. A leave of absence up to three (3) days at full pay will be granted in the case of the death of a brother, step-brother, sister, step-sister, grandmother, grandfather, grandchild, step-grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any member residing in the immediate household not listed in the previous sentence. A leave of absence of ½ day per year will be granted in the case of the death of a non-family member. This leave shall be for attendance at the funeral and/or any other purpose directly arising out of said death.
The employee will need to complete the appropriate absence forms upon the return from bereavement leave before the employee receives pay for the days of absence.

14.3 FAMILY ILLNESS LEAVE: An employee shall be able to use up to five (5) days per year at full pay of personal sick leave for illness in the immediate family. Said immediate family shall be limited to the following relatives: spouse, child, step-child, father, or mother.

14.4 PROFESSIONAL LEAVE: An employee may be granted time, with full pay, to attend professional meetings or visit other schools to observe specific programs with prior approval of the building principal.

14.5 ASSOCIATION LEAVE: Up to two (2) days in the aggregate each year shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local or affiliated organizations.

14.6 JURY DUTY: An employee selected for jury duty will be granted paid leave. Any monies received for serving on jury duty will be turned over to the District.

14.7 MILITARY LEAVE: Employees shall be granted military leaves of absence in accordance with the provisions of the Universal Military Training and Service Act and other similar legislation relating to employment rights of persons in the military forces of the United States.

14.8 MATERNITY LEAVE: All employees shall be eligible for maternity leave subject to the following conditions:

> **14.8.1 Notification:** The employee shall notify the building principal within fifteen (15) days of her known pregnancy and the

possible need to alter employment commitments as the result thereof. Employees shall notify the building principal ten (10) days in advance of employee's intended return date. If a difference of opinion exists regarding ability to continue or resume duties, such shall be resolved by written statement from the employee's attending physician.

14.8.2 Return Rights: The employee shall return to previously assigned full-time duties upon sufficient statement from the attending physician certifying fitness to resume duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

14.8.3 Sick Leave Use: Sick leave may be used by the employee only in such amount of accumulated sick leave and not to extend beyond such time as the employee's physician deems the employee fit to return to the assigned duties of employment.

14.8.4 Extension Without Pay: Extended leave without pay for the remainder of the school year may be granted on application of the employee and approval of the Superintendent.

14.9 DISABILITY LEAVE: An employee will be placed on disability leave at the time application is made for long-term disability and insurance benefits.

14.9.1 Notification: Disability leave will automatically take effect when the employee applies for long-term disability. If an employee is denied disability benefits, the employee will be removed from disability leave.

14.9.2 Salary Schedule Placement: The employee will be frozen at the employee's current educational lane and experience level.

14.9.3 Return Rights: If the employee's physician certifies the employee's fitness to resume work, the employee will have the right to return to work. If a difference of opinion exists regarding the employee's ability to resume duties, the Board may request a separate opinion by a physician mutually agreed to by the employee and the Board.

14.10 FAMILY LEAVE: An employee shall be granted family leave as per the Family Leave Act of 1993.

14.11 OTHER PAID LEAVES: Written request for other leaves of absence with pay may be granted by the Superintendent.

14.12 OTHER NON-PAID LEAVES: Written requests for leaves of absence without pay may be granted by the superintendent.

ARTICLE XV

INSURANCES

15.1 TYPES OF INSURANCE: The Board agrees to provide all employees the following insurance protection:

15.1.1 Health and Major Medical: The health and medical plan will have a one hundred dollar ($100) deductible on the single and a two hundred dollar ($200) deductible on the family coverage. Each employee shall be covered by this health and major medical plan unless the employee signs a request to be excluded from this coverage. In order to be excluded from coverage the employee must meet the plan's and the district's requirements for exclusion. All employees will adhere to claims reporting and claims requirements as may be imposed by the insurance carrier or the third party administrator.

15.1.a. Benefit Payment Level: The Board will provide payment for the benefits at the following levels:

1. Employees Needing Single Coverage: The Board will pay an amount equal to the monthly cost of the single premium for the health and major medical plan described in 15.1.1.

2. Employees Requesting Family Coverage: The Board will pay an amount equal to the monthly cost of the single premium plus one hundred dollars ($100) for the health and major medical plan described in 15.1.1. Employees must make a request to the Superintendent or his designee by September 5th of the contract year in order to be eligible for this benefit.

3. Employees Requesting Exclusion From Coverage: The Board will provide the employee approved for voluntary exclusion from the health and major medical coverage with a monthly tax sheltered annuity equal to 50% of the cost of the single coverage benefit level. The request for the exclusion must be made by August 1 of the contract year.

15.1.2 LIFE INSURANCE: Each employee on a half-time or greater contract will be provided with term life insurance in the amount of ten thousand dollars ($10,000).

15.1.3 DISABILITY INSURANCE: Each employee on a half-time or greater contract will be covered by a long term disability insurance program that provides coverage of no less than sixty percent (60%) after ninety (90) days.

15.2 LENGTH OF COVERAGE: The insurance coverage will be available for twelve (12) consecutive months commencing with September 1 of the employee's contract year.

15.3 PLAN DESCRIPTION: Each new employee shall be provided a description of the insurance plan available, including conditions and limits of coverage.

15.4 CONTINUATION OF COVERAGE: An employee, absent because of illness or injury, who has exhausted his/her sick leave accrual, will be able to maintain the provided benefits at the level selected through the balance of the contract year. Payment for these benefits will be as per the classified employee family and medical leave policy (Policy No. 414.3) with the District's contribution at the maximum level outlined in section 15.1 through 15.1.3.

Employees under contract on non-paid leave for one (1) month or longer shall have the option to continue on any or all of the above insurance programs by paying the premiums themselves to the Board prior to the first of each month. Employees under contract on disability leave shall have the option to continue any or all of the above insurance programs by paying the premiums themselves to the Board prior to the first of each month. The Board will pay fifty percent (50%) of the premiums for the contracted level of single coverage for those employees on disability leave that had completed at least fifteen (15) years of service with the District prior to going on disability leave. The employee on disability leave will be eligible to continue the health and major medical coverage until age sixty-five or qualification for coverage by Medicare.

15.5 EMPLOYEES RETIRING AT AGE SIXTY TWO (62): Employees retiring at age sixty-two (62) or later, shall be allowed to maintain health insurance until age sixty-five (65) by paying the premiums themselves monthly to the Board Secretary.

ARTICLE XVI

SALARIES

16.1 SCHEDULES: The salary of each employee covered by this Agreement shall be determined by the product of the employee's total index-placement on Schedule I and his/her extended contract index- and the Schedule I base salary plus the product of the employee's total extracurricular index and the Schedule II base salary. Schedule I (Salary Index), Schedule II (Extra Curricular Index Schedule), and Schedule III (Index Conversion Table) are set forth in the appendix of the Agreement and are made part of this Article.

The base salary for the 2006-2007 school year shall be

twenty-five thousand six hundred twenty-five dollars ($25,625). The base calculation includes Phase I and Phase II monies. If the Phase I and Phase II monies would be reduced or eliminated by the State of Iowa, the base salary would be adjusted accordingly to reflect this reduction.

If legislation removes the Board's ability to use the Cash Reserve Levy to compensate for reductions in state aid or if legislation/legal decisions alters the payment for open enrollment students in a way that negatively impacts on the District's total revenue, the base salary will be adjusted so the total amount paid for teacher salaries and extra compensation will be reduced by an amount equal to 60% of the lost revenue.

16.1.1: Any State of Iowa Teacher Compensation Plan funds remaining after the minimum salaries have been paid per the law will be distributed evenly to all staff members making more than the minimum salary amounts.

16.2 PLACEMENT ON SCHEDULE:

16.2.1: All current employees are considered to be on the proper step of Schedule I and will be advanced as of the effective date of this Agreement according to Section 16.3 of this article.

16.2.2: Inexperienced employees hired by the Board will begin on the zero (0) step of Schedule I.

16.2.3: The amount of experience granted to new employees will be mutually agree to by the employee and the Board at the time of hiring.

16.3 ADVANCEMENT ON SCHEDULE

16.3.1: In order for an employee to advance one (1) vertical step or increment on Schedule I, he or she shall meet or have met all of the following requirements.

16.3.1.1: The employee must have been under contract and must have been employed at least ninety (90) consecutive school days, or one full semester, of the preceding school year. Employees contracted for half-day duties will be given full credit for the provisions of this section.

16.3.1.2: An employee will receive one step vertical advancement for each year of service.

16.3.1.3: An employee will automatically advance if the above requirements are met, except, automatic advancements in salary will be withheld by action of the Board when the service of any employee is judged unsatisfactory as evaluated by his/her building principal or principals.

16.3.2: In order for an employee to advance one (1) horizontal step or increment on Schedule I, he or she shall meet or have met all of the following requirement.

16.3.2.1: The employee must have obtained sufficient graduate hours to qualify for the next educational column or lane. Graduate hours applicable to the employee's current or potential teaching assignment shall be considered by the Superintendent for horizontal advancement. Employees below the Master's Degree level will only be allowed to advance one horizontal column or lane beyond their 1992-93 placement unless the graduate hours are part of an approved course of study for an advanced degree, or are approved by the Superintendent.

16.3.2.2: Notification of all credits to be counted for salary increases must be turned into the Superintendent on or before February 1st of the school year preceding the school year for which the salary increase is to be granted.

16.3.2.3: All credits to be counted for salary schedule changes in advance of the BA degree must be earned after the receipt of the BA degree; all credits to be counted for salary schedule changes in advance of the MA degree must be earned after the receipt of the MA degree and for all credits for advancement to the MA + 20 lane must be earned after July 1, 1994 and all credits for advancement to the MA + 30 lane must be earned after July 1, 2003.

16.4 EXTRA ASSIGNMENT, EXTENDED CONTRACTS, AND PART TIME CONTRACTS:

16.4.1: All employees shall assume necessary school sponsored and school supervised responsibilities outside the regular school day as assigned by the administration. Such staff-wide duty assignments will be assigned based on seniority with the least senior staff members being assigned first in each rotation.

16.4.2: Schedule I is based upon the regular school year. Any employee whose assignment exceeds the regular school year shall be paid at the hourly rate of the employee's regularly contracted salary excluding any extra curricular duty compensation. The hours to be worked will be determined before the extended contract is issued.

Extra curricular duty compensation is excluded from and shall not be considered as an extended contract under this Section.

16.4.3: Any employee who is hired on a regular part-time basis, i.e. half-day teachers, shall be paid in proportion to the time for which the employee is contracted. The placement and advancement of a regular part-time employee on Schedule I shall

be the same as a full-time employee, as in Section 16.2 and 16.3 of this article.

16.5 METHOD OF PAYMENT: Each employee will paid in twenty four (24) equal installments on the fifth (5th) and twentieth (20th) of the month beginning with the twentieth (20th) of September of each school year. Employees shall receive their paychecks at their assigned building on regular school days. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck on the last previous working day.

16.6 ASSESSMENTS: A signed contract is considered binding on both the Board and the employee. A release from a contract normally will not be granted after the contract is signed and turned into the Superintendent. An assessment of two hundred dollars ($200) shall be made against an employee for the privilege of being released from a contract prior to or on June 1 preceding the start of the contract. An assessment of five hundred dollars ($500) shall be made against an employee for the privilege of being released from a contract after June 1 preceding the start of the contract of during the contract. The Board may waive this assessment.

16.7 ACTIVITY PASS: Each employee will receive a family activity pass at no cost to the employee. This pass will be good for all athletic events during the school year except for conference or state sponsored tournaments.

ARTICLE XVII

SUPPLEMENTAL PAY

17.1 EXTRA CURRICULAR DUTY:

17.1.1 Schedule: The salary for extra curricular duties shall be the sum of the extracurricular index numbers from the Extra Curricular Index Schedule, which is set forth in the appendix as Schedule II, and the extracurricular base of twenty-five thousand six hundred twenty-five dollars ($25,625).

17.1.2 Assignment: The Board reserves the right to decide which extra curricular activity will be carried out in any school year. The administration reserves the right to decide the assignment of extra curricular duty. In determining the assignment to a vacant extra curricular position, preference will be given to the certified staff member if all other factors are considered equal. The rate of compensation for extra curricular duty is the only item being negotiated under this Agreement.

17.1.3 Method of Payment: The supplemental salary for extra curricular duty shall be prorated at the rate of one twenty-fourth (1/24th)

of the total compensation for classified employees and shall be included in the regular bi-monthly pay check.

ARTICLE XVIII

NEW PROFESSIONAL MENTORING PROGRAM

18.1 Definitions:

18.1.1 New Professional Mentoring Program: The Independent School District of West Burlington's program of support an assistance for new professionals.

18.1.2 New Professionals: Any licensed individual in his/her first or second year of teaching in Iowa. Licensed individuals whose first year of experience was outside of Iowa may be released from participation in the New Professional Mentoring Program. All other new professionals must participate in the program. The administration reserves the right to determine if new hires with experience must participate in the program.

18.1.3 Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the District's New Professional Mentoring Program.

18.2 Compensation:

18.2.1 Instructional Mentor: Each Instructional Mentor shall receive the amount allocated per semester by the State of Iowa for mentoring a New Professional. This amount will be considered total pay for all training and mentoring meetings outside the regular work day and/or contract year.

18.2.2 New Professionals: Training and mentoring meetings outside the regular work day and/or contract year shall be considered as part of the requirements for teaching in the District and no extra compensation will be provided.

18.3 Evaluation:

18.3.1 The New Professional will be evaluated as per Article VI of this contract.

18.3.2 The determination of successful completion of the mentoring program will be whether the New Professional took part in the activities required by the District's New Professional Mentoring Program. The Instructional Mentor will verify to the building administrator that this participation took place with no judgment of quality.

18.3.3 All professional assistance an interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, the mentor shall be removed from the program. The only exception of the

confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.
18.3.4 Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.
18.3.5 Instructional Mentors shall not provide data or testimony in subsequent job renewal or termination actions.
18.3.6 An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment of a New Professional.
18.3.7 Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

18.4 Professional Leave:
18.4.1 Each Instructional Mentor and each New Professional shall be provided paid leave as per the District's New Professional Mentoring Plan and approved by the Curriculum Director. Such leave may be used for the purpose of completing the induction activities including, but not limited to, such activities as observing other teachers, conferencing, and other individual professional skill development.

18.5 Process for Dissolving Mentoring Partnerships:
18.5.1 If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned utilizing the process outline in the District's New Professional Mentoring Program.

ARTICLE XIX

COMPLIANCE CLAUSES AND DURATION

19.1 FINALITY: This Agreement supercedes all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire Agreement between the parties, and concluded collective bargaining for its term.
Past practices shall not constitute part of this Agreement unless expressly stated to the contrary herein, and any subsequent or supplementary Agreement must be reduced to writing and executed by both parties to be effective. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to renegotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain except as provided in Section 18.2 of this Article.

19.2 SEPARABILITY AND SAVING: In the event that any provision of this Agreement shall become illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Except as this Agreement shall otherwise provide, all terms and conditions of employment falling under the scope of negotiations as defined as mandatory in Section 9 of PERA, and all rules, regulations, and decisions of PERB with reference to said Section 9 and not eliminated through negotiation of this Agreement shall be maintained at the level in existence at time of adoption of this Agreement.

19.3 PRINTING: Copies of this Agreement shall be printed for each bargaining unit member at the mutual expense of the Board and the Association on the format and printer within thirty (30) days after the Agreement is signed.

19.4 NOTIFICATION AND DURATION: Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

If by the Association to the Board:

211 Ramsey, West Burlington, Iowa 52655

If by the Board to the Association:

The address of the President of the Association

This agreement shall be effective July 1, 2006 or upon date of signature of both parties, whichever is latest, and shall continue in effect until June 30, 2007.

This Agreement is signed this 31st day of May, 2006.

In Witness Thereof:

For The West Burlington Education Association	For The Board of The Independent School District of West Burlington
Michael K. Nagel	[signature]
President	President
Tammy K. Wall	Tina Drewold
Secretary	Secretary

APPENDIX

2006-2007

SCHEDULE I

SALARY INDEX

EXP	BA	BA +10	BA +20	BA +30	MA	MA +10	MA +20	MA +30
0	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
1	1.04	1.08	1.12	1.16	1.20	1.24	1.28	1.32
2	1.08	1.12	1.16	1.20	1.24	1.28	1.32	1.36
3	1.12	1.16	1.20	1.24	1.28	1.32	1.36	1.40
4	1.16	1.20	1.24	1.28	1.32	1.36	1.40	1.44
5	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
6	1.24	1.28	1.32	1.36	1.40	1.44	1.48	1.52
7	1.28	1.32	1.36	1.40	1.44	1.48	1.52	1.56
8	1.32	1.36	1.40	1.44	1.48	1.52	1.56	1.60
9	1.36	1.40	1.44	1.48	1.52	1.56	1.60	1.64
10	1.40	1.44	1.48	1.52	1.56	1.60	1.64	1.68
11	1.44	1.48	1.52	1.56	1.60	1.64	1.68	1.72
12		1.52	1.56	1.60	1.64	1.68	1.72	1.76
13			1.60	1.64	1.68	1.72	1.76	1.80
14				1.68	1.72	1.76	1.80	1.84
15					1.76	1.80	1.84	1.88
16						1.84	1.88	1.92
17							1.92	1.96
18								2.00

SCHEDULE II

EXTRA CURRICULAR INDEX SCHEDULE

A maximum of five years experience will be allowed on the schedule. Experience shall be defined as experience gained in the particular activity, either in or out of the District. For the purpose of experience baseball and softball will be considered the same sport.

Yrs of Exper.	A	B	C	D	E	F
0	.115	.105	.075	.065	.050	.02
1	.115	.105	.075	.065	.050	.02
2	.125	.11	.080	.070	.055	.02
3	.125	.11	.080	.070	.055	.02
4	.135	.115	.085	.075	.060	.025
5	.135	.115	.085	.075	.060	.025
6	.145	.12	.090	.080	.060	.025
7	.145	.12	.090	.080	.065	.03
8	.150	.125	.10	.085	.065	.03
9	.150	.125	.10	.085	.065	.03

Class A
Varsity Football/Head
Varsity Basketball/Head
Varsity Softball/Head
Varsity Baseball/Head
Athletic Director
Instrumental Music Director
Varsity Wrestling/Head

Class B
HS Basketball 1st Assistant
HS Volleyball/Head
HS Track
HS Football Assistant
JH (Head)/HS Wrestling (Asst)
JH Basketball/Each***

Class C
HS Musical
7-12 Vocal Music Director
HS Volleyball Assistant

Class D
HS Cheerleading*
Contest Speech **
HS Baseball Assistant
HS Softball Assistant
HS Wrestling Assistant
JH Football/Each
JH Volleyball
JH Track
JH Softball
JH Baseball
JH Wrestling

Class E
JH Cheerleading Sponsor
HS Plays (Each)
HS Yearbook

Class F
ES Vocal Music Director
5th-6th Vocal Music Director
Club Sponsor

GAME DUTY IS $20.00

*The football, basketball and wrestling cheerleading sponsors will each be paid at ½ of the index number for his/her Class D assigned step.
**If position is divided into Large Group Contest Speech and Individual Contest Speech each sponsor will be paid half his/her Class D assigned step.
*** Position includes both the boys and girls seasons. Pay would be ½ of index for only one coaching season.

SCHEDULE III

INDEX CONVERSION TABLE ($25,625 BASE)

2006-2007

INDEX	DOLLARS
1.00	$25625.00
1.04	$26650.00
1.08	$27675.00
1.12	$28700.00
1.16	$29725.00
1.20	$30750.00
1.24	$31775.00
1.28	$32800.00
1.32	$33825.00
1.36	$34850.00
1.40	$35875.00
1.44	$36900.00
1.48	$37925.00
1.52	$38950.00
1.56	$39975.00
1.60	$41000.00
1.64	$42025.00
1.68	$43050.00
1.72	$44075.00
1.76	$45100.00
1.80	$46125.00
1.84	$47150.00
1.88	$48175.00
1.92	$49200.00
1.96	$50225.00
2.00	$51250.00